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EXAMINER
FISH, JAMIESON W

ART UNIT	PAPER NUMBER
2616	

DATE MAILED: 04/06/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

	Application No.	Applicant(s)
Office Action Summary	09/802,421	PETERKA, PETR
	Examiner	Art Unit	
	Jamieson W. Fish	2616	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>09 March 2001</u>.

2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>1-69</u> is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) <u>1-69</u> is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on <u>09 March 2005</u> is/are: a)☒ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some *   c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
    Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date _____.

5)☐ Notice of Informal Patent Application (PTO-152)

6)☐ Other: _____.

DETAILED ACTION

Claim Rejections - 35 USC § 101

1.   35 U.S.C. 101 reads as follows:

> Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

2.   Claims **50-59** are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The signal structure is a non-functional data structure and as such is nonstatutory. See MPEP 2106.

Double Patenting

3.   Applicant is advised that should claims **20-29** be found allowable, claims **30-39** will be objected to under 37 CFR 1.75 as being a substantial duplicate thereof. When two claims in an application are duplicates or else are so close in content that they both cover the same thing, despite a slight difference in wording, it is proper after allowing one claim to object to the other as being a substantial duplicate of the allowed claim. See MPEP § 706.03(k).

Claim Rejections - 35 USC § 102

4.   The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

5.   Claims **1-11, 13, 15-69** are rejected under 35 U.S.C. 102(b) as being anticipated by Mittra.

6.   Regarding claim **1,** Mittra teaches a method for receiving information content

from an information distribution system, wherein the information content is divided into a

plurality of content portions (See Fig. 1 and Page 2 Col. 2 Multicast is divided into

blocks of time), the method comprising: subscribing to a multicast group representing at

least one content portion (See Fig. 1 and Page 2 Col. 2 Users join a time block); and

determining, at the end of a content portion, whether to subscribe to another multicast

group (See Fig. 1 and Page 2 Col. 2 Users can decide to leave after a content portion).

7.   Regarding claim **2,** Mittra teaches wherein subscribing comprises subscribing to

a multicast group representing at least one pay period (See Page 4 Col. 1 "buy-on-the-

fly" "per-minute basis").

8.   Regarding claim **3,** Mittra further teaches wherein comprising: accepting

payment from a user in accordance with the number of content portions subscribed to,

wherein a content portion is a pay period (See Page 4 Col. 1 "buy-on-the-fly" "per-

minute basis" The multicast is divided into billable blocks of time).

9.   Regarding claim **4,** Mittra teaches wherein subscribing to receive a multicast

group comprises subscribing to receive one of an entire content group and an increment

group (See Fig. 1 Alice subscribes at t_i and subscribes to the entire content group t_i to

t_{i+2} and an increment group t_i to t_{i+1}).

10.   Regarding claim **5,** Mittra further teaches the method comprising: determining, at

the end of an increment group, whether to subscribe to an entire content group,

subscribe to an increment group or cease receiving content (See Fig. 1 After an

increment users can decide to leave (cease receiving content) or decide not to leave

(subscribe to an additional content group). In the case where the content is divided into two content portions, the second portion would be both an entire content group and an increment group. Thus being able to decide to leave after an increment group when the content is divided into two content portions meets the limitations of this claim).

11. Regarding claim **6**, Mittra teaches wherein subscribing includes automatically subscribing to an entire content group if no input is received from a user at the end of an increment group (See Mittra Page 6, 6.4 Leaves. To leave the user must make a leave request. If no leave request is received the user receives the next content portion. In the case where the content is divided into two portions, the next content portion is both the entire content group and a second increment group).

12. Regarding claim **7**, Mittra teaches wherein subscribing includes automatically subscribing to a second increment group if no input is received from a user at the end of an increment group (See Mittra Page 6, 6.4 Leaves. To leave the user must make a leave request. If no leave request is received the user receives the next content portion. In the case where the content is divided into two portions, the next content portion is the entire content group and a second increment group).

13. Regarding claim **8,** Mittra teaches wherein a number of multicast groups are created, the number of multicast groups being defined by the equation: $G = \Sigma\ (N-k)$, where k goes from 0 to N; where G represents the maximum number of multicast groups; and N represents the number of content portions, wherein a content portion is a Pay Period. For t_i to t_{i+2}, N=2, there are 3 groups, the group that subscribes to the first

portion, t_i to t_{i+1}, (Bob and Alice), the group that subscribes to the second portion, t_{i+1} to

t_{i+2}, (Alice), the group that subscribes to both portions t_i to t_{i+2} (Alice).

14.   Regarding claim **9**, Mittra teaches wherein a number of multicast groups are

created, the number of multicast groups being defined by the equation: $G = 2N-1$;

where G represents the maximum number of multicast groups; and N represents the

number of content portions, wherein a content portion is a pay period. For t_i to t_{i+2}, N=2,

there are 3 groups: the group that subscribes to the first portion, t_i to t_{i+1}, (Bob and

Alice), the group that subscribes to the second portion, t_{i+1} to t_{i+2}, (Alice), the group that

subscribes to both portions t_i to t_{i+2} (Alice).

15.   Regarding claim **10,** Mittra teaches wherein a number of multicast groups are

created, the number of multicast groups being defined by the equation: $G = N+1$;

where G represents the maximum number of multicast groups; and N represents the

number of content portions, wherein a content portion is a pay period. For t_i to t_{i+2}, N=2,

there are 3 groups: the group that subscribes to the first portion, t_i to t_{i+1}, (Bob and

Alice), the group that subscribes to the second portion, t_{i+1} to t_{i+2}, (Alice), the group that

subscribes to both portions t_i to t_{i+2} (Alice).

16.   Regarding claim **11,** Mittra teaches dividing information content into discrete pay

periods and re-key periods (See Page 8 Col. 2 "This can be easily accomplished by

changing K_{GRP2} every minute." Every minute (pay-period) is a re-key period).

17.   Regarding claim **13,** Mittra teaches wherein a user must make a negative request

to not be automatically propagated to a subsequent multicast group (See Fig. 1 and

Page 6, 6.4 Leaves. The user must make a leave request to cease receiving content).

18.   Regarding claim **15**, Mittra teaches wherein dividing information content into discrete pay periods and re-key periods includes dividing such that pay periods are multiples of re-key periods (See Page 8 Col. 2 "This can be easily accomplished by changing K_{GRP2} every minute).

19.   Regarding claim **16**, Mittra teaches wherein dividing information content into discrete pay periods and re-key periods includes dividing such that the pay periods are aligned with re-key periods (See Page 8 Col. 2 "This can be easily accomplished by changing K_{GRP2} every minute).

20.   Regarding claim **17**, Mittra teaches the method further comprising: associating security keys with a multicast group, wherein a first security key corresponds to a current re-key period and a second security key corresponds to a subsequent re-key period (See Page 8 Col. 2).

21.   Regarding claim **18**, Mittra teaches the method further comprising: wherein the first security key and the second security key are distributed simultaneously (See Page 3 Col. 2 Footnote 4 Mittra system can pre-distribute key which is to say multiple keys are sent to a user at one time).

22.   Regarding claim **19**, Mittra teaches wherein a request to join a subsequent multicast group does not have to be completed until the end of the subsequent re-key period (See Fig. 1 Page 2 Col. 2, Page 6 Col. 1, When a user joins a new keying period begins).

23.   Regarding claims **20-29**, claims **20, 21, 22, 23, 24, 25, 26, 27, 28, 29** are apparatus claims corresponding to method claims **1, 3, 4, 5, 6, 8, 11, 17, 15, 16**

respectively. Mittra's method relates to a computer communication network. Thus,

claims **20, 21, 22, 23, 24, 25, 26, 27, 28, 29** are discussed and rejected according to

claims **1, 3, 4, 5, 6, 8, 11, 17, 15, 16** respectively.

24.   Regarding claims **30-39**, claims **30, 31, 32, 33, 34, 35, 36, 37, 38, 39** are

apparatus claims corresponding to method claims **1, 3, 4, 5, 6, 8, 11, 17, 15, 16**

respectively. Mittra's method relates to a computer communication network. Thus,

claims **30, 31, 32, 33, 34, 35, 36, 37, 38, 39** are discussed and rejected according to

claims **1, 3, 4, 5, 6, 8, 11, 17, 15, 16** respectively.

25.   Regarding claims **40-49**, claims **40, 41, 42, 43, 44, 45, 46, 47, 48, 49** are

computer readable medium claims corresponding to method claims **1, 3, 4, 5, 6, 8, 11,**

17, 15, 16 respectively. Mittra's method relates to a computer communication network.

Thus, claims **40, 41, 42, 43, 44, 45, 46, 47, 48, 49** are discussed and rejected according

to claims **1, 3, 4, 5, 6, 8, 11, 17, 15, 16** respectively.

26.   Regarding claims **60-69**, claims **60, 61, 62, 63, 64, 65, 66, 67, 68, 69** are system

claims corresponding to method claims **1, 3, 4, 5, 6, 8, 11, 17, 15, 16** respectively.

Thus, claims **60, 61, 62, 63, 64, 65, 66, 67, 68, 69** are discussed and rejected according

to claims **1, 3, 4, 5, 6, 8, 11, 17, 15, 16** respectively.

27.   Claims **1-5, 8-10** are rejected under 35 U.S.C. 102(b) as being anticipated by

LaJoie et al. (US 5,850,218).

28.   Regarding claim **1**, LaJoie teaches a method for receiving information content

from an information distribution system, wherein the information content is divided into a

plurality of content portions (See Fig. 32 and Col. 32 lines 22-43 The movie is divided

into a preview portion and a non-preview portion), the method comprising: subscribing

to a multicast group representing at least one content portion (See Fig. 32 and Col. 32

lines 22-43 The users decide to view the preview portion); and determining, at the end

of a content portion, whether to subscribe to another multicast group (See Fig. 32 and

Col. 32 lines 22-43 At the end of the preview the user can decide to purchase the rest of

them movie). The examiner interpreted multicast to mean communication between a

single sender and multiple receivers on a network.

29.   Regarding claim **2,** LaJoie teaches wherein subscribing comprises subscribing to

a multicast group representing at least one pay period (See Fig. 32 and Col. 32 lines

22-43 The users pay to view the non-preview portion of the movie).

30.   Regarding claim **3,** LaJoie teaches accepting payment from a user in accordance

with the number of content portions subscribed to, wherein a content portion is a pay

period (See Fig. 32 and Col. 32 lines 22-43 The users are billed if they view the non-

preview portion of the movie).

31.   Regarding claim **4,** LaJoie teaches wherein subscribing to receive a multicast

group comprises subscribing to receive one of an entire content group and an increment

group (See Fig. 28 and Col. 30 lines 64-67 and Col. 31 lines 1-32 The user can buy the

movie before it starts and thus subscribes to an entire content group (whole movie) and

an increment group (preview)).

32.   Regarding claim **5,** LaJoie teaches the method comprising: determining, at the

end of an increment group, whether to subscribe to an entire content group, subscribe

to an increment group or cease receiving content (See Fig. 32 Screen 608 and Col. 32

lines 22-44 At the end of the preview (increment group) the user decides whether or not

to purchase the rest of the movie. Since the movie is divided into two increments

(preview and non-preview), the non-preview portion is both an entire content group).

33.   Regarding claim **8,** LaJoie teaches wherein a number of multicast groups are

created, the number of multicast groups being defined by the equation: $G = \Sigma \, (N\text{-}k)$,

where k goes from 0 to N; where G represents the maximum number of multicast

groups; and N represents the number of content portions, wherein a content portion is a

Pay Period (See Fig. 32 Screen 608 and Col. 32 lines 22-44 The movie is divided into

two portions the preview portion and the non-preview portion. There are three groups

the group that views the only the preview portion, the group that views the preview and

non-preview portion, and the group that views only the non-preview portion).

34.   Regarding claim **9,** LaJoie teaches wherein a number of multicast groups are

created, the number of multicast groups being defined by the equation: $G = 2N\text{-}1$;

where G represents the maximum number of multicast groups; and N represents the

number of content portions, wherein a content portion is a pay period (See Fig. 32

Screen 608 and Col. 32 lines 22-44 The movie is divided into two portions the preview

portion and the non-preview portion. There are three groups the group that views the

only the preview portion, the group that views the preview and non-preview portion, and

the group that views only the non-preview portion).

35.   Regarding claim **10,** LaJoie teaches wherein a number of multicast groups are

created, the number of multicast groups being defined by the equation: $G = N\text{+}1$;

where G represents the maximum number of multicast groups; and N represents the

number of content portions, wherein a content portion is a pay period. (See Fig. 32

Screen 608 and Col. 32 lines 22-44 The movie is divided into two portions the preview

portion and the non-preview portion. There are three groups the group that views the

only the preview portion, the group that views the preview and non-preview portion, and

the group that views only the non-preview portion).

36.   Claims **1,11,15-17** are rejected under 35 U.S.C. 102(b) as being anticipated by

Eyer et al. (US 594,794).

37.   Regarding claim **1**, Eyer teaches a method for receiving information content from

an information distribution system, wherein the information content is divided into a

plurality of content portions (See Fig. 4 Abstract Col. 5 lines 21-67 Col. 6 lines 1-59

Program is divided into time segments), the method comprising: subscribing to a

multicast group representing at least one content portion (See Abstract Col. 5 lines 21-

67 Col. 6 lines 1-59 Viewer view a preview portion); and determining, at the end of a

content portion, whether to subscribe to another multicast group (See Abstract Col. 5

lines 21-67 Col. 6 lines 1-59 Viewers can decide whether or not to buy the program at

the end of the preview).

38.   Regarding claim **11**, Eyer teaches dividing information content into discrete pay

periods and re-key periods (See Fig. 4 Abstract Col. 5 lines 21-67 Col. 6 lines 1-59).

39.   Regarding claim **15,** Eyer teaches wherein dividing information content into

discrete pay periods and re-key periods includes dividing such that pay periods are

multiples of re-key periods (See Fig. 4 Abstract Col. 5 lines 21-67 Col. 6 lines 1-59).

40.   Regarding claim **16**, Eyer teaches wherein dividing information content into

discrete pay periods and re-key periods includes dividing such that the pay periods are

aligned with re-key periods (See Fig. 4 Abstract Col. 5 lines 21-67 Col. 6 lines 1-59)

41.   Regarding claim **17,** Eyer teaches the method further comprising: associating

security keys with a multicast group, wherein a first security key corresponds to a

current re-key period and a second security key corresponds to a subsequent re-key

period (See Fig. 4 Abstract Col. 5 lines 21-67 Col. 6 lines 1-59 The preview portion is

divided into many rekey periods).

Claim Rejections - 35 USC § 103

42.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set
> forth in section 102 of this title, if the differences between the subject matter sought to be patented and
> the prior art are such that the subject matter as a whole would have been obvious at the time the
> invention was made to a person having ordinary skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which the invention was made.

43.   Claims **12,14** are rejected under 35 U.S.C. 103(a) as being unpatentable over

Mittra in view of LaJoie et al. (US 5,850,218).

44.   Regarding claim **12**, Mittra fails to disclose wherein a user must make a positive

request to join a subsequent multicast group. However, pay-per-view schemes that

utilize this method are well know in the art as taught by LaJoie (See Fig. 32 and Col. 32

lines 22-43). Therefore, it would have been obvious to one of ordinary skill in the art at

the time the invention was made to further modify Mittra so that a user must make a

positive request to join a subsequent multicast group to allow the user to confirm that content is being purchased (See Col. 32 lines 22-44).

45.   Regarding claim **14**, Mittra fails to disclose wherein a user who joins a multicast group that is an increment group and does not join another group is not charged for the viewing of content. However, pay-per-view schemes that do not charge a user for joining an increment group and not joining another group are well known in the art as taught by LaJoie (See Fig. 32 and Col. 32 lines 22-43). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Mittra so that a user who joins a multicast group that is an increment group and does not join another group is not charged for the viewing of content as taught by LaJoie to allow the user to preview content for free (See Col. 32 lines 22-43).

Conclusion

46.   Any inquiry concerning this communication or earlier communications from the examiner should be directed to Jamieson W. Fish whose telephone number is 571-272-7307. The examiner can normally be reached on Monday-Friday, 8:00-5:30.

47.   If attempts to reach the examiner by telephone are unsuccessful, the examiner's primary, Ngoc Vu can be reached on 571-272-7320. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

48.   Information regarding the status of an application may be obtained from the

Patent Application Information Retrieval (PAIR) system. Status information for

published applications may be obtained from either Private PAIR or Public PAIR.

Status information for unpublished applications is available through Private PAIR only.

For more information about the PAIR system, see http://pair-direct.uspto.gov. Should

you have questions on access to the Private PAIR system, contact the Electronic

Business Center (EBC) at 866-217-9197 (toll-free).

JF 4/1/2005

NGOC-YEN VU
PRIMARY EXAMINER